

The complaint

Mr S complains about the service received by Aviva Insurance Limited while handling a claim he made on his motor insurance policy.

Reference to Aviva includes its agents.

What happened

Mr S held a motor insurance policy with Aviva. When he was involved in an accident he believed wasn't his fault, he made a claim to Aviva for the damage caused to Aviva.

As part of the claim, Mr S said there was CCTV footage of the incident. Aviva applied for, and obtained the footage. Mr S wanted a copy of it.

Aviva sent Mr S a copy, but redacted it. Mr S wasn't happy with this, he said he wanted a copy of the full footage because it would be needed for him to defend the claim. He believed he was entitled to the footage under relevant legislation.

Aviva disagreed, it maintained Mr S was only entitled to the redacted version.

Mr S brought his complaint to the Financial Ombudsman Service. He said the third party (the other driver involved in the incident) was given the full footage. And he said ultimately, so was he, when the solicitors involved in defending his position sent it to him. He thought Aviva should compensate him for the distress and inconvenience caused by not sending him the full footage. He said £500 would be reasonable.

Our Investigator didn't uphold the complaint. She thought Aviva hadn't done anything wrong and so didn't think it needed to pay Mr S any compensation.

Mr S disagreed and asked for an Ombudsman's decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I'm not upholding it.

Ultimately, while I need to consider the relevant guidelines and regulations, it's not for me to decide whether or not Aviva breached the Data Protection Act, or the Information Commissioner's Office (ICO) guidelines. What I have to decide is whether or not it treated Mr S fairly.

I find Aviva's stance is reasonable. It initially sent the footage redacted and its reasons for not providing the full footage make sense. And while I appreciate Mr S's position that the full footage can be sent to him if it aided in legal proceedings. He's not explained why the full footage, and not the redacted version was needed to do this.

In any event, Mr S was given the full footage by the solicitors dealing with his defence shortly after making his complaint to Aviva – before it issued its response to that complaint and well within the time limit set by that solicitor to sign the defence. And while I think that did take more effort than had Aviva provided it to him, I don't consider that inconvenience significant.

So, even if I were to find Aviva's response unreasonable, which I don't, I wouldn't be finding it caused distress and inconvenience significant enough to warrant compensation.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 13 January 2026.

Joe Thornley
Ombudsman